

ADOPTED
V

JUNE 15, 1989

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: JOHN LEIGH, ASSISTANT DIRECTOR
ROBERT RUSH, DEPUTY DIRECTOR
HARBOR PLANNING AND DEVELOPMENT

SUBJECT: LICENSE FOR PARKING
PARCEL P-15B-1
BUNKER HILL COMMUNITY COLLEGE
CHARLESTOWN URBAN RENEWAL AREA
MASS R-55

SUMMARY: This memorandum requests authorization to execute a License with Bunker Hill Community College for Parcel P-15B-1 for use as a parking lot for the College.

On October 16, 1974 the Boston Redevelopment Authority approved a five (5) year lease with the Massachusetts Board of Regional Community Colleges for Bunker Hill Community College student parking on a vacant BRA parcel (P-15B-1) located on Rutherford Avenue near City Square in Charlestown, Massachusetts.

This Lease Agreement lapsed in October, 1979. Bunker Hill Community College has requested that the BRA execute a new agreement for the parking lot, which measures approximately 218,000 square feet. It is proposed that the BRA execute such a License Agreement for a term of five (5) years, with the provision that the lot shall be vacated on thirty (30) day written notice by the Licensor. The fee will be One Dollar (\$1.00) per year, and the Licensee shall not allow more than seven hundred (700) cars to park, nor charge for parking. The Licensee shall be responsible for illegally parked vehicles, and will provide stickers to identify authorized vehicles, as well as supplying the necessary insurance to indemnify and save harmless the Boston Redevelopment Authority.

An appropriate vote follows:

VOTED: That the Director is authorized to execute a License Agreement with the Board of Trustees of Bunker Hill Community College for student parking on BRA Parcel P-15B-1, subject to the Licensee's agreement to the terms of the License. Said License shall be substantially in the form attached hereto, and shall contain such terms, conditions and revisions as the Director may deem proper and in the best interest of the Boston Redevelopment Authority.



PROPOSED LICENSE AREA

FOR BUNKER HILL COMMUNITY COLLEGE PARKING LOT

LICENSE AGREEMENT

DRAFT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

BOARD OF TRUSTEES OF BUNKER HILL COMMUNITY COLLEGE

This Agreement is made as of the day of , 198 by and between the Boston Redevelopment Authority, hereinafter called the Licensor, and Board of Trustees of Bunker Hill Community College hereinafter called the Licensee.

A license to occupy the License Area, as described in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions:

1. The License Area known as Charlestown Disposition Parcel P-15-B1 located at New Rutherford Avenue, Boston Sand and Gravel Access Road, I-93 Overhead Viaduct and the bridge contains approximately square feet of land which is to be used solely for vehicular parking for Bunker Hill Community College students, visitors, and employees.
2. The Licensee agrees that it is not eligible for relocation benefits.
3. The term of the License shall be five (5) years, commencing upon the date first above written.
4. The License Fee shall be one dollar per year commencing 198 .
5. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.
6. The Licensee shall carry for the term of this License comprehensive public liability insurance insuring the Licensor and the Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with limits of Fifty Thousand (\$50,000) Dollars for property damage, Five Hundred Thousand (\$500,000) Dollars for injury or death to one person, and One Million (\$1,000,000) Dollars for injury or death to more than one person in a single accident. The

Licensor shall be named as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licensor prior to taking occupancy of the License Area.

7. The Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.
8. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.
9. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which it is customarily used, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.
10. The Licensee agrees to assume all maintenance expenses including sewer and water charges and Licensee will have complete responsibilities for compliance with all municipal codes and ordinances. During the term of this License Agreement, the Licensee shall pay directly to the proper persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, betterment assessments, and other charges, in order that the License Fee hereunder shall be absolutely net to the Licensor.

The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.

11. The Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled "Special Conditions", and further agrees to comply with any other reasonable rules and regulations as the Licensor shall establish from time to time upon notice to the Licensee.
12. Failure to pay the License Fee or failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.

In witness whereof the parties hereto have placed their hands and seals below as of the the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: _____

BOARD OF TRUSTEES OF BUNKER HILL
COMMUNITY COLLEGE

By: _____
Licensee

Approved as to form:

1. Board of Trustees of Bunker Hill College are described as pursuant to Massachusetts General Law Chapter 15A.
2. The License Area is to be vacated on thirty (30) days written notice by either party during the term of this License. No obligation on the part of the Licensor direct or indirect is to be construed beyond this temporary License.
3. The Licensee covenants and agrees to pay, as additional rent, insurance costs and utility charges.
4. The License Area shall be used as an open air parking lot for motor vehicles. The Licensee shall not park, at any one time, more than seven hundred (700) motor vehicles. The Licensee will at all times maintain and operate the License Area and provide adequate security, lighting and landscaping.
5. Licensee agrees that it will at its expense, keep and maintain the License Area in good repair and appearance, and will, with reasonable promptness, make all ordinary and extraordinary changes and repairs of every kind and nature which may be required to be made upon or in connection with the License Area or any part thereof. The Licensee shall not use the License Area other than in the manner in which a motor vehicle parking facility is normally and properly used.
6. The Licensee will at all times maintain and operate the parking facility in accordance with the rules and regulations of the City of Boston Traffic and Parking Department and the City of Boston Air Pollution Control Commission, and in a manner fully satisfactory to the Boston Redevelopment Authority, promptly and completely comply with whatever rules and directions the Authority, in the exercise of its discretion, shall issue.
7. Licensee shall not park cars on public right of ways adjacent to the property.
8. Use of the parking area shall be restricted to automobiles, beach wagons, and motorcycles. Parking of trucks and other commercial vehicles shall not be allowed.
9. Under no condition should overnight parking be permitted.
10. No charge shall be made for using the parking area at any time without prior written consent of the Authority.
11. It is understood that the Licensee shall inform anyone using the License Area that they do so at their own risk and that the Licensor will not be held liable for any damage or injury incurred to any person(s) and/or vehicle(s).

12. At no time shall the License Area be sublet or used by anyone without prior written agreement by the Authority.
13. It is understood that the Licensee shall provide free and clear access to and within the parking area for fire, police and other emergency vehicles.
14. The Licensee is responsible for towing all illegally parked vehicles from the area.
15. The Licensee is responsible for all security within and around the parking area.
16. The Licensee will neither make any change in, nor erect nor place any building, structure, or sign (except safety signs and no trespassing signs) upon the License Area unless the consent of the Licensor thereto has first been obtain in writing.
17. The Licensee will permit the Authority or its duly authorized agent to enter upon the premises at any time, either to view and/or inspect the area.
18. Proper stickers or other identification should be provided by the Licensee for all vehicles parked in the area.
19. Licensee shall pay as additional rent all charges for water, sewer and any and all other utilities or services used or consumed on the License Area, whether called charge, tax assessment, fee or otherwise, including without limitation, water and sewer use charges, if any, which may become a lien on the License Area. It is understood and agreed that Licensee shall make its own arrangement for such utilities and that Licensor shall be under no obligation to furnish any utilities to the License Area and shall not be liable for any interruption of failure in the supply of any such utilities to the License Area.
20. Licensee shall pay when requested to the Authority amounts sufficient to reimburse the Authority for payment made to the City as in-lieu-of tax payment.
21. Licensee shall keep the sidewalks adjacent to the License Area clear of snow and ice, and will provide their own snow removal, sanding, salting, etc., during the term of the License.
22. The Licensee agrees, that at all times during the term of this License, there shall be no total or partial sale, assignment, conveyance, sublease, or transfer in any other mode or form of or with respect to this License or the leasehold estate in the License Area or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the Licensor.
23. This License is granted subject to an easement over the portions of Parcel P-15-B1 within twenty feet (20') of the eastern boundary thereof, which easement is for the purpose of street improvements and access to and from the property of the Boston Sand and Gravel Company, Inc.

24. The Licensee shall permit the Comptroller of the Authority at all reasonable times ~~during~~ the term of this License or any extension thereof the right to inspect all books and ledgers used in keeping records of revenues and expenses incurred pursuant to its construction, operation, and maintenance of the parking lot.
25. In the event that the Licensee shall fail to keep, perform and observe any of its covenants contained in the provisions of this License and any such failure or violation shall not be cured or remedied within thirty (30) days, or any other default which is not cured or remedied within sixty (60) days, after the date the Licensee received notice from the Licensor of such failure or violation (or, if it is not practicable to cure or remedy such failure or violation with such 30 or 60 day period, within such longer period as shall be reasonable under the circumstances and shall be specified by the Licensor in such notice); then, in such event, the Licensor may, at its option and in addition to any other remedy provided for in this License, terminate this License, by written notice to the Licensee of its intention to do so.
26. Upon the expiration or earlier termination of this License, Licensee shall peaceably leave and surrender the License Area to Licensor in the same condition in which the License Area was originally received from Licensor, at the commencement of this License, except as repaired, rebuilt, restored, altered, or added to as permitted or required by any provision of the License and except for ordinary wear and tear. Licensee shall remove from the License Area on or prior to such expiration or earlier termination all property situated thereon which is not owned by Licensor, and, at its expense, shall, on or prior to such expiration or earlier termination all property situated thereon which is not owned by Lessor, and, at its expense, shall, on or prior to such expiration or earlier termination, repair any damage caused by such removal. Property not so removed shall become the property of Licensor, and Licensor may thereafter cause such property to be removed from the License Area and disposed of, but the cost of any such removal and disposition and the cost of repairing any damage caused by such removal shall be borne by Licensee. This clause shall not be operative unless it is agreed by both parties hereto that Parcel P-15-B1 will not be conveyed to the College at any time.
27. A map is enclosed as Exhibit "A" for reference purpose only.
28. The Licensee will pay all changes for water and sewer, electricity, and other commodities, if any, used on the premises and keep the sidewalks adjacent thereto clear of litter, snow, and ice including gutters.
29. The Licensee shall provide, at its sole expense, any and all necessary licenses, permits or other authorizations required by the City, Commonwealth of Massachusetts, or any other governmental agency with proper jurisdiction.
30. The Licensor may increase or decrease the initial land square footage without invalidating the License and the Licensee will have no claim against the Licensor for any financial damages. This will also apply to the number of vehicles authorized to park in the License Area.